105-07159/

Framework Agreement

BETWEEN:

THE INNU NATION

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, hereinafter referred to as "Canada"

AND:

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND, hereinafter referred as "Newfoundland"

PREAMBLE

WHEREAS neither the Innu Nation nor its predecessor organizations nor the people of the Innu Nation have ever signed a treaty with the British Crown, Her Majesty the Queen in Right of Canada, or Her Majesty the Queen in Right of Newfoundland;

AND WHEREAS the Inn Nation representing the Innu of Labrador and Canada and Newfoundland intend to undertake negotiations to expeditiously conclude a treaty; (hereafter referred to as the "final agreement")

AND WHEREAS the parties intent to conclude this framework agreement to govern the conduct of their negotiations which is non-binding and without prejudice to their respective legal and political positions;

NOW THEREFORE, the parties agree as follows:

1. **The Purpose of the Framework Agreement**

1.1 The purpose of this framework agreement is to enhance the effectiveness of the negotiation process.

1.2 This agreement:

(a) sets out an approach to and process for negotiations;

(b) identifies the scope of negotiations; and

(c) establishes an agenda and timetable for negotiations.

1.3 It is intended that the process set out herein will lead to an agreement-in-principle and a final agreement based on the agreement-in-principle.

2. Parties

2.1 The parties to the agreement-in-principle and the final agreement will be the Innu Nation, Canada and Newfoundland.

3. A Process for Establishing Interim Measures

3.1 As the first order of business leading to negotiation of the agreement-in-principle, the parties will negotiate a process for establishing interim measures.

3.2 The process referred to in 3.1 will be set out in a schedule to this agreement, and will be established when the schedule is approved by the parties and signed on their behalf by their authorized representatives.

4. Subjects for Negotiations

4.1 Negotiations will include but are not limited to the following subject list. Each of the parties may raise a broad range of topics for negotiation under each subject, including impacts upon each subject and any aspect of each subject:

4.1.1 Definitions
4.1.2 General Provisions
4.1.3 Eligibility and Enrolment of Beneficiaries
4.1.4 Ratification Process
4.1.5 Ethnocultural and Archaeological Sites and Artifacts
4.1.6 Resource Harvesting Activities
4.1.7 Land and Water, including Coastal Waters
4.1.8 Renewable and Non-renewable Resources
4.1.9 Economic Development
4.1.10 Environmental Protection and Management
4.1.11 Parks and Protected Areas
4.1.12 Innu Government
4.1.13 Financial Compensation
4.1.14 Taxation
4.1.15 Certainty and Finality

4.1.16 Overlapping Issues with Other Aboriginal Peoples
4.1.17 Implementation
4.1.18 Dispute Resolution process for the Final Agreement

4.2 Any party may raise for discussion any subject matters in addition to the subject list referred to in section 4.1 and additional subjects may be added to the subject list by the agreement in writing of all of the chief negotiators. Agreement to negotiate subject matters does not constitute a commitment by any party to reach agreement on all or any such subjects, nor to agree to all or any provisions proposed in relation thereto.

5. Schedule

5.1 The parties propose to reach an agreement-in-principle within three years of the signing of this agreement, and to complete a final agreement within two years of signing the agreement-in-principle.

6. Process to Conclude an Agreement-in-Principle and a Final Agreement

6.1 The main table is responsible for directing and carrying on the negotiations to conclude the agreement-in-principle and the final agreement. Whenever necessary, and under its direction, the main table may set up working groups and define their mandates. Such working groups will report to the main table as requested to do so by the main table.

6.2 The parties will work towards a sub-agreement on each subject matter.

6.3 Upon agreement of the chief negotiators, the parties may:

a) work on more than one subject matter at a time; and

b) vary the number and scope of sub-agreements.

6.4 Subject to section 6.3, the parties will negotiate the subjects in the order agreed to by the chief negotiators from time to time.

6.5 A sub-agreement of the agreement-in-principle will be completed for consideration by the principals once it is initialled by the chief negotiators.

6.6 Any sub-agreement of the agreement-in-principle that has been initialled may be reopened at any time upon the request of a chief negotiator. If a sub-agreement is reopened, the chief negotiators will again signify that the sub-agreement is completed for consideration by the principals by initialling any amendments to the sub-agreement.

6.7 Once all sub-agreements of the agreement-in-principle have been initialled the parties will work towards completion of the agreement-in-principle incorporating all sub-agreements and such other provisions as may be deemed necessary for completion of the agreement-in-principle.

6.8 Unless the chief negotiators otherwise agree, negotiation sessions will be rotated among St. John's, Ottawa, Sheshatshiu and Utshimasits.

6.9 As a general rule, negotiation sessions will be held on a monthly basis and each session will be at least three days in duration. The parties recognize that longer sessions may be required for certain subject matters. Each of the parties intend that days set aside for negotiations be used for negotiations and caucusing.

6.10 When negotiation sessions are held in St. John's, Ottawa, Sheshatshiu and Utshimasits the sessions will be hosted by, and expenses for session facilities will be paid by, Newfoundland, Canada and the Innu Nation respectively. If the chief negotiators agree on another venue for negotiations, they will agree on how costs will be paid.

6.11 The negotiation sessions will not be formally chaired by any party or person, but will be informally chaired by the host chief negotiator.

6.12 The agreement-in-principle will be concluded once it has been approved by the people of the Innu Nation, Canada and Newfoundland, and is signed on behalf of the parties by their authorized representatives.

6.13 After the agreement-in-principle has been concluded, the parties will work towards completion of the final agreement based on the agreement-in-principle.

6.14 The final agreement will be concluded once it has been ratified by the people of the Innu Nation, the Parliament of Canada and the Newfoundland Legislature, and is signed on behalf of the parties by their authorized representatives.

7. Working Methods

7.1 As a general rule, the method of work will consist of formulating proposals and counter-proposals on each subject matter or matters to be negotiated with the Innu Nation normally initiating proposals. Notwithstanding the foregoing, Canada or Newfoundland may table proposals on a subject matter or matters to be negotiated.

7.2 Pursuant to section 6.3 and section 6.4, and for the effective implementation of section 7.1, the chief negotiators may agree to merge lists of agreed negotiating

subjects into groups of related subjects and negotiate the subjects by groups.

8. Funding of the Negotiations

8.1 Subject to the terms of the funding agreements, Canada undertakes to fund the Innu Nation their cost of negotiations, including their participation in the process to be established under section 3, subject to funding levels being approved by Parliament for this purpose. Funding levels to reflect the level of activity determined by the parties will be established by agreement between the Innu Nation and Canada each year.

9. Negotiation Teams

9.1 The size and composition of each party's negotiation team will be determined by its chief negotiator and the size will be reasonable.

9.2 Individuals who are not members of negotiation teams shall attend negotiation sessions only with the approval of the host chief negotiator.

9.3 Any chief negotiator can request a short recess in a negotiation session at anytime.

10. Public Information

10.1 The parties agree that individuals, groups or organizations having an interest in the outcome of the negotiations should be knowledgeable and well informed regarding the general status, aims, objectives and progress of the negotiations and for that purpose:

10.1.1. from time to time, the parties may jointly attend meetings with such selected individuals, organizations or groups as the parties may agree will assist in the process of consensus building;

10.1.2 any of the parties may, separately, carry out such additional information and education initiatives as they see fit, including initiatives to obtain a broad range of input, and

10.1.3 except to the extent that the chief negotiators agree that disclosure is necessary or desirable to achieve the objectives of keeping the general public informed as described above, details of positions and documents exchanged or developed by the other parties during negotiations will be confidential.

10.2 The provisions of this section will not apply to the media and the parties agree that communications with the media will be governed by section 11.

11. Media Relations

11.1 The parties will, from time to time, make an effort to issue joint statements to the media on the progress of negotiations.

11.2 The parties may separately from time to time outline general positions to the media on negotiation issues. At these times, details of positions and documents exchanged or developed by the other parties during negotiations will be treated as confidential.

12. Overlapping Issues

12.1 The Innu Nation will take initial steps to resolve overlapping issues related to the subject list in section 4.1, if any, with other Aboriginal groups or organizations whose comprehensive claims have been accepted for negotiations.

12.2 In the event that the Aboriginal groups or organizations referred to above do not reach agreement with the Innu Nation on those overlapping issues referred to in this section, the parties will consider other options to resolve the issues.

12.3 Nothing in this section is to be interpreted as:

(a) a recognition or acceptance by any of the parties of any overlapping issues referred to herein;

(b) including any Aboriginal groups or organizations with overlapping issues referred to herein as a party to these negotiations, or

(c) binding any party hereto to accept the provisions of any agreement on overlapping issues to which it is not a party.

13. Status of the Final Agreement

13.1 Other than the Innu government provisions negotiated between the parties, the final agreement shall be a land claims agreement within the meaning of Section 35(3) of the Constitution Act, 1982.

13.2 The Government of Newfoundland and Labrador does not agree that the Innu government provisions negotiated between the parties should be afforded constitutional protection under Section 35(3) of the Constitution Act, 1982.

13.3 The present position of the Innu Nation is that the Innu government provisions negotiated between the parties should be afforded constitutional protection under

Section 35(3) of the Constitution Act, 1982.

13.4 The present position of the Government of Canada is that Canada is prepared, where the other parties agree, to have certain of the Innu government provisions negotiated between the parties afforded constitutional protection under Section 35(3) of the Constitution Act, 1982.

13.5 The parties agree that the issue of constitutional protection of the Innu government provisions will be further discussed during the course of negotiations.

14. Federal and Provincial Government Programs

14.1 During negotiations, the people of the Innu Nation ordinarily resident in the communities of Sheshatshiu and Utshimasits will continue to have the same rights and be eligible to receive the same benefits as any other citizens.

14.2 During negotiations, the people of the Innu Nation, the Innu Nation and the band councils of Sheshatshiu and Utshimasits will have access to the levels to which they are eligible:

14.2.1 to the various federal government programs and services, including aboriginal programs and services, as they are from time to time, and

14.2.2 to the various provincial government programs and services offered to residents of Newfoundland as they are from time to time,

in accordance with the usual application and policies governing such programs and services.

15. Interpretation

15.1 Nothing in this agreement is to be interpreted as creating, recognizing or denying rights or obligations of any of the parties. All negotiations to be undertaken pursuant to this agreement and any positions taken by any party in these negotiations are without prejudice to the legal positions that may be taken by any of the parties in a court of law or otherwise.

SIGNED IN *St. John's* in the Province of *Newfoundland*
this *twenty-ninth* day of *March*, in the year *1996*.